

16th: This contract is to become effective immediately upon execution by the parties hereto, and shall remain in full force and effect for a continuous period of five years from the date hereof, provided the parties of the second part carry out their obligation to purchase pumps and fittings at the rate and in the quantities specified herein, unless cancelled by mutual consent of the parties hereto.

17th: It is further agreed by the party of the first part that if the parties of the second part live up to the obligations assumed in Paragraph 5, and at the end of five years have purchased and paid for two thousand pumps, then this contract shall automatically become extended for an additional period of twenty years, unless the parties of the second part give written notice to the party of the first, - cancelling the same, or reducing the number of years for which the same shall become extended; provided that nothing herein shall relieve the parties of the second part from their obligation to purchase annually not less than six hundred pumps, beginning with the sixth year of this contract, but not necessarily at the beginning of the year.

18: Party of the first part hereby represents and guarantees that the business and patents by and under which the Harris pumps are being manufactured are the property of the said party of the first part, and that this contract, and the various terms and conditions of same will be defended and guaranteed against all claims on the part of any one not a party to this contract.

19th: Should any conditions arise whereby it may be necessary to construe any part of this contract which may appear to be ambiguous or uncertain as to its exact meaning, it is agreed by the parties hereto that the spirit of this contract shall prevail, which is, that the party of the first part is endeavoring to confine its operations exclusively to the building of the product, and the parties of the second part will purchase such output, and have the exclusive privileges of its resale.

20th: For and in consideration of the foregoing covenants and agreements, the parties of the second part are hereby granted an option to purchase the exclusive right to manufacture or cause to be manufactured all pumps and fittings referred to herein, including all improvements thereto upon paying to the party of the first part the sum of Twenty-five thousand (\$25,000) dollars in cash at any time within twelve months from the date hereof, and upon further agreeing to pay to the party of the first part an additional Five dollars as royalty on each pump thereafter manufactured, during the life of the patents covering the same. In case this option is exercised, the parties of the second part shall have the right to manufacture and have manufactured exclusively all pumps and fittings and all improvements thereto under existing patents, and all extensions of same, and all improvements thereto that may be covered by additional patents hereafter obtained.

21st: It is further agreed that if for any reason, providential or otherwise, the party of the first part shall fail to furnish and deliver pumps and fittings according to schedule provided for herein, then and in such event, the parties of the second part are hereby given and granted the right and privilege to manufacture, or have manufactured all such pumps and fittings as may be required to meet the full obligation of the party of the first part under this contract, provided that a royalty of Five Dollars for each pump so manufactured is paid to the party of the first part.

To this agreement, executed in quadruplicate, this the day and year above written, the parties hereto hereby bind themselves, their heirs, successors, executors, administrators and assigns.

(next page)

Executed in the presence of:

Mary Martin,
James R. Bates,

Harris-Brockman Mfg. Co., (Seal)

By B.S.H. Harris,
Pres. & Treas.

And J.O. Brockman,

Secty.

J.H. Stacy, (Seal)

E.B. Dunigan, (Seal)

State of South Carolina,
County of Greenville.

Personally came before me Mary Martin who being duly sworn says that she was present and saw Harris-Brockman Mfg. Co., by B.S.H. Harris, Pres. & Treas. and J.O. Brockman, Secty., and J.H. Stacy and E.B. Dunigan sign, seal and as their act and deed deliver and receive the foregoing agreement, and that she with James R. Bates witnessed the execution thereof.

Sworn to and subscribed before me this

14th, day of May 1919.

James R. Bates (Seal)

Notary Public for S.C.



Mary Martin.

Recorded May 14th, 1919.

State of South Carolina,
County of Greenville.

This memorandum of agreement made and entered into this 17th, day of May 1919 by and between J.T. Childers and W.T. Davis, both of the State and County aforesaid, Witnesseth:-
That for and in consideration of \$6000.00 payable as hereinafter stated, J.T. Childers agrees to convey to W.T. Davis by fee simple title with full warranty, and with dower properly renounced, a certain tract of land in Grove Township, State and Co. aforesaid, containing forty acres, more or less, adjoining lands of Dr. Huff, Jim Ashmore and others and being the same tract of land purchased by the said J.T. Childers from C.H. Goldsmith, Jr., with four additional acres from a tract purchased by the said J.T. Childers from J.H. Jenkins. Said four acres fronting on the Fork Shoals Road one-half acre.

W.T. Davis agrees to pay \$3000 in cash upon the execution of this agreement for the purpose of binding the trade and which amount shall be considered as part payment of the \$6000.00 purchase price. The remaining \$3000 shall be paid by the said W.T. Davis in cash on January 1st, 1920, at which time the said J.T. Childers shall execute to W.T. Davis the deed hereinbefore mentioned. It is agreed that J.T. Childers shall use and occupy the said land during the year 1919 free of rent and free from any claims which W.T. Davis may have upon the land by reason of this contract. The taxes for the year 1919 shall be paid by J.T. Childers.

(over)

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